

Section 8 Housing Choice Voucher



Program Manual



City of Tempe
Development Services Department
Housing Services Division





**CITY OF TEMPE
DEVELOPMENT SERVICES DEPARTMENT
HOUSING SERVICES DIVISION**

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**Reasonable accommodations for persons with
disabilities may be requested.**





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CHAPTER 1

INTRODUCTION

This manual has been prepared for you as a guide to participation in the Section 8 Housing Choice Voucher Program. Please take the time to read it carefully; it will provide you with accurate information and help you understand how the program works and your family responsibilities.

CITY OF TEMPE HOUSING SERVICES COMMITMENT

The Section 8 Housing Assistance Program was enacted by the Housing and Community Development Act of 1974. The Program is funded through and monitored by the United States Department of Housing and Urban Development (HUD).

The City of Tempe established the Tempe Housing Services (THS) as a division of the Community Development Department in June 1975. The City of Tempe Housing Services was authorized to administer the Section 8 Existing Housing Assistance Payments Program within the city limits of Tempe.

The Tempe Housing Services (THS) began operation in 1975 with funds to assist 50 families under the Section 8 Existing Program. Today, the City of Tempe Housing Services (THS) is a division of the Development Services Department and is funded to assist over 1000 families.

As a public service agency, it is our goal to provide excellent service to the families in our community. We will make every effort to inform you of the program rules, and to advise you of how these rules affect you. Federal regulations are not always easy to understand, so it is very important that you ask questions if you are not sure of something.

GETTING IN CONTACT WITH YOU

In order to complete the necessary paperwork for your housing assistance, we will need to contact you at different times. Contact will be by first class mail, and you will always be advised in advance of your appointment. Please make arrangements in advance to attend all appointments on time. Your cooperation is essential to our ability to serve you.

You are encouraged to ask any questions you may have about the program. Please feel free to contact our office at any time during your participation in the program.

REQUESTS FOR ACCOMMODATION

Persons with disabilities may request a reasonable accommodation in order to fully utilize this housing program and any related services. We will make all reasonable efforts to be flexible in assisting persons with disabilities to participate in the program successfully. Requests for accommodation will be verified to ensure that the accommodation is reasonable. Examples of reasonable accommodations are: home visits if your disability prevents you from coming to our office, TDD device, accessible formats for correspondence, the use of an advocate or interpreter, a current listing of rental units known for accessibility to disabled persons that may be available.

CHAPTER 2

SECTION 8 PROGRAM INFORMATION

The Tempe Housing Services (THS) provides rent subsidy to eligible very low-income families through one Program, the Section 8 Housing Choice Voucher Program.

On the Housing Choice Voucher Program, the family can pay more or less than 30% of their adjusted gross income, depending on the actual rent of the unit they find. The maximum amount that the Housing Authority will pay is an amount equal to the *Payment Standard* minus the family's total tenant payment.

The Payment Standard

- is established by the City of Tempe Housing Services
- is based on the cost of housing and utilities for Tempe; and
- depends on the family composition and the bedroom size of the unit. For example, the payment standard is higher for families requiring 3-bedroom units than families requiring 1-bedroom units.

The Tempe Housing Services makes a housing assistance payment for the remaining part of the rent directly to the Landlord or Owner. For the Owner, the obligations are very similar also, however there are differences that an Owner needs to be aware of. Those differences will be discussed in this Manual.

RESPONSIBILITIES WITHIN THE SECTION 8 PROGRAM

The Section 8 Housing Voucher Program is a three way partnership between the City of Tempe Housing Services, the family, and the owner or landlord of the housing unit.

City of Tempe Housing Service's Job

In order for the program to work, we must do the following:

Review all applications to determine eligibility; explain all rules and regulations to the families who qualify; issue a voucher and if necessary assist the family in finding a place to live; approve the unit, the owner, and the tenancy; make housing assistance payments to the owner in a timely manner; ensure that the family and the unit continue to qualify under the program; ensure that owners and families comply with the program rules and provide families and owners with prompt, professional service.

The Family's Job

In order for the program to work, the family must do the following:

Provide Housing Services with complete and accurate information; make your best effort to find a place to live that is suitable for your family and qualifies for the program; cooperate in attending all appointments scheduled by Housing Services; take responsibility for the care of your housing unit; comply with the terms of your lease with the owner; comply with the Family Obligations of your Voucher, as explained in this manual.

The Owner's or Landlord's Job

In order for the program to work, the owner or landlord must do the following:

Screen families who apply to determine if they will be good renters; comply with fair housing laws; maintain the housing unit by making the necessary repairs in a timely manner; comply with the terms of the Housing Assistance Payments Contract with Housing Services; collect the rent due by the family and otherwise enforce the lease agreement.

CHAPTER 3

ELIGIBILITY

Families whose income does not exceed the maximum annual gross income limits set by HUD are eligible to apply for the Programs.

A "family" can be:

- a single person who is 62 years of age, disabled according to Social Security definition or handicapped;
- any other single person;
- a married couple whose head of household, or spouse, is 62 years of age, disabled according to Social Security definition or handicapped;
- any two or more persons sharing residency whose income and resources are available to meet the family's needs and who are related by blood, marriage or operation of law (or who have evidence of a stable family relationship, which has existed over a period of at least 2 years).

MAXIMUM GROSS ANNUAL INCOME LIMITS - Effective 2/26/03

<u>Number in Family</u>	<u>Very Low</u>	<u>Extremely Low</u>
1	\$20,400	\$12,250
2	\$23,300	\$14,000
3	\$26,250	\$15,750
4	\$29,150	\$17,500
5	\$31,500	\$18,900
6	\$33,800	\$20,300
7	\$36,150	\$21,700
8	\$38,500	\$23,100

PRE-APPLICATIONS

Families who initially meet both the income and family composition requirements must complete a pre-application and Declaration of Income with the THS. The pre-application process determines whether the family is initially eligible for the Program according to their family income and composition. Contact the THS recorded information line at 480/350-8974 for information on what day of the week pre-applications are submitted.

Regulation requires that 75% of new Section 8 admissions be extremely low-income families. If necessary to meet the statutory requirement that 75% of newly admitted families in any fiscal year be families who are extremely low-income, Tempe Housing Services retains the right to skip higher income families on the waiting list to reach extremely low-income families. Tempe Housing Services will monitor incomes of newly admitted families and income of the families on the waiting list.

PREFERENCE POINT SYSTEM

To better serve those persons in need of housing in the City of Tempe, THS has established a Residency Preference Point System.

The definitions effective September 6, 2002 are as follows:

1. LIVING IN THE CITY OF TEMPE

Applicant must have a current lease, be listed on a current lease as legally living in the unit and/or must be legally responsible for rent payments to the owner/landlord of the property.

This will be verified with the legal owner/landlord of the property.

Tempe Homeless: This must be verified with the City of Tempe Police Department or a social service agency

OR

WORKING, OR HIRED TO WORK IN THE CITY OF TEMPE

Applicant, must be physically employed in, or has accepted employment in, the City limits of Tempe.

Graduates or participants in a training internship program designed to prepare individuals for the job market qualifies.

This will be verified with the employer.

2. NONE OF THE ABOVE

None of the above categories apply to the applicant's circumstances at this time.

The waiting list is ordered by Preference Points, as follows:

Maximum Points Possible: 100

Applicant must have a residency preference of:

1. Living, working or have been hired to work in the City of Tempe 100 pts.

Applicant has none of the above. 0 pts.

Applicants with the highest point total will be offered a Housing Choice Voucher first.

Applicants may claim or change Preference Points at any time from the date of preapplication until Program participation. To claim Preference Points, you must complete a Preference Certification. When Preference Points are claimed or changed, the family's name will be moved to the appropriate Preference Point List according to the time and date of preapplication.

NOTE: ALL PREFERENCE POINTS WILL BE VERIFIED BEFORE YOU ARE ISSUED A HOUSING CHOICE VOUCHER. IF YOUR PREFERENCE POINTS CAN NOT BE VERIFIED AT THAT TIME, YOUR NAME WILL BE PLACED BACK ON THE APPROPRIATE WAITING LIST ACCORDING TO THE DATE & TIME OF YOUR ORIGINAL PRE-APPLICATION.

The THS will not give a preference to an applicant if any member of the applicant's family is a person who was evicted from a housing assistance program during the past five (5) years, because of drug-related criminal activity, (HUD Regulation 982.207(f)). The applicant may be given a preference however in any of the following cases:

1. If the THS determines that the evicted person has successfully completed a Rehabilitation program approved by the THS;
2. If the THS determines that the evicted person clearly did not participate in or know about the drug-related criminal activity;
3. If the THS determines that the evicted person no longer participates in any drug-related criminal activity.

HOUSING VOUCHER

The Housing Choice Voucher is documentation that the family has met Program requirements, is eligible to receive housing assistance and agrees to the terms and conditions of the Program.

With the Housing Choice Voucher, the family has 90 days in which to locate a decent, safe and sanitary unit.

ELIGIBLE HOUSING

The types of housing that are eligible for the Programs are: apartments single family homes, townhouses, duplexes, triplexes, fourplexes and mobile homes.

INELIGIBLE HOUSING

The types of housing that are **NOT** eligible for the Programs in Tempe are: housing owned by the family to be assisted, housing owned by those who are prohibited from participation due to conflict of interest, (such as City of Tempe employees), nursing homes, units within the grounds of penal, reformatory, medical, mental and similar public or private institutions, facilities providing continual psychiatric, medical or nursing services, rooming or boarding homes, housing owned by the Housing Authority issuing the Voucher, and units in which families are being assisted under other Section 8 subsidy programs.

HOUSING OWNED BY RELATIVES

Effective June 17, 1998, HUD Regulations will not allow a Housing Choice Voucher holder to lease a unit that is owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family (CFR 982.306). If however, the THS determines that approving the unit owned by a relative, would provide reasonable accommodation for a family member who is a person with disabilities, the Request for Lease Approval may be approved.

PAYMENT STANDARDS

A "Payment Standard" is used to calculate the monthly housing assistance payment for a family. Housing Services must adopt a Payment Standard schedule for each Fair Market Rent (FMR) area in the Housing Services jurisdiction, based on HUD's published FMR's for each market area in the United States.

Payment Standards are used to calculate the maximum amount of housing assistance the THS will pay on behalf of a family. Rents on the Housing Choice Voucher Program may exceed the Payment Standard if (1) the rent is reasonable in relation to rents being charged for comparable, unassisted units, (2) the family is willing to pay the difference and (3) the family does not violate the 40% rent burden rule. The Family share may not exceed 40% of the family's monthly-adjusted income.

The Tempe Housing Services may adjust the Payment Standards to assure continued affordability for participating Voucher families. The THS will annually review the Payment Standards to determine if any adjustments are necessary.

PAYMENT STANDARD - Effective 10/1/03

Studio	\$530.00
One Bedroom	\$705.00
Two Bedroom	\$886.00
Three Bedroom	\$1233.00
Four Bedroom	\$1320.00
Five Bedroom	\$1518.00
Six Bedroom	\$1716.00

HOUSING ASSISTANCE PAYMENTS (HAP)

In the Voucher Program, the Housing Assistance Payment to the owner is equal to the lower of the Payment standard minus the Total Tenant Payment (TTP) or the gross rent minus the TTP.

Gross rent includes the rent to owner plus any allowances for tenant-paid utilities.

UTILITY REIMBURSEMENT PAYMENTS

In the Voucher Program, very low-income households may receive a utility reimbursement check from the THS when the family's Total Tenant Payment (TTP) is lower than the utility allowance.

TENANT BRIEFING

All applicants are required to attend a Briefing. The purpose of the briefing is to:

- issue your Housing Choice Voucher.
- provide you with all the information you need in order to be successful in your search for suitable housing and to successfully participate in the program.

You will receive a Briefing packet with materials that explains how the program works.

HOUSING CHOICE VOUCHER

During your briefing you will receive your Housing Choice Voucher. Your Voucher will indicate the number of bedrooms for which your family is eligible. This unit size is based on HUD guidelines and Housing Service's written policy. Information will be given on the rules regarding the term and an explanation of how to request an extension of the Voucher.

SELECTION OF TENANTS

It is the Landlord's responsibility to screen and select prospective Section 8 tenants.

The THS must give the following information to the landlord, if the landlord submit a request:

- the prospective tenant's current address (as shown in the THS records); and
- the name and address of the landlord at the family's current and prior address.

The THS, will, **with a signed release form from the tenant,** release information on past claims filed against the tenant, court evictions against the tenant and landlord terminations for lease violations.

To receive this information, the landlord **must** obtain the prospective tenant's signature on a Release form, which is included in the Request for Lease Approval packet. The head of household, co-head and any other adult members of the household (18 years of age or older) **must** sign the Release form. Once THS receives the original release form, a tenant information sheet will be completed and returned to the prospective landlord. To ensure that we are releasing information on the correct family, the family members signing the lease form must list their social security number for identification purposes.

Only information on past claims (unpaid rent, damages and/or vacancy loss), court evictions and landlord termination for lease violations will be released. Housing Services will not release this information over the telephone and will not release any other information regarding the tenant. It is still the landlord's responsibility to contact prior landlords to obtain additional information.

NOTE: A landlord, in the selection or approval of a tenant, in the provision of services, or in any other manner, can not discriminate against any person on the grounds of race, color, creed, religion, sex, national origin, handicap, age or because of membership in a class such as unmarried mothers, recipients of public assistance, etc.

SECURITY DEPOSITS

The Section 8 Program does not regulate security deposits. Landlords may charge Section 8 tenants the same amount of security deposit that is charged to non-Section 8 tenants. This means if a landlord normally charges all tenants \$200.00 for a security deposit, a Section 8 tenant will be required to pay the same amount. The only restrictions on the security deposit are that a landlord can not charge a Section 8 tenant more than what they can charge non-Section 8 tenants.

The security deposit must be administered in accordance with Arizona State Law, (Arizona Residential Landlord & Tenant Act, Arizona Revised Statutes, Title 33, Chapter 10 and Title 12, Chapter 8, Article 4).

Upon termination of the Lease Agreement, the deposit is to be refunded or applied to any damages or rent delinquency in accordance with State Law (Residential Landlord and Tenant Act, Article 2, Section 33-1321) and the Tenancy Addendum (Section 12).

LATE FEES

Tenants will be responsible for the payment of late fees if the Landlord charges late fees for their non-Section 8 tenants also.

Landlords charging late fees must provide all tenants with a copy of their written policy regarding late fees. Housing Services must be subject to late fees also if the Housing Assistance Payment is delayed due to circumstances within the HA's control.

The THS will not pay late fees on payments that are late due to paperwork being delayed by tenants and/or landlords, mail delivery problems or City of Tempe accounts payable system problems. These items are not within our control. Delays in payments caused by THS processing errors are within our control and will be subject to the late fees.

The THS housing assistance payments for the first of the month begin to be processed approximately the 20th day of the previous month; (i.e. the cut-off date for December 1st payments is November 20th). Any contracts executed after the 20th of the month will not receive the housing assistance payments on the first day of the month. Payments for those contracts will be processed and paid within 30 days from the Contract execution date, (usually by the 2nd week of the month). Keep in mind that a Contract is not fully executed until the landlord signs it and THS signs it.

Once a landlord is entered in the payment system, all future checks should be received by the first day of the month. Payments for the first of the month are mailed from the City of Tempe approximately on the last working Friday of the current month.

Note: Periodically there are situations where tenants have lost their source of income late in the month. Because their portion of the rent is calculated on their income, the Housing Services will make all possible attempts to process rent adjustments reported by the 20th day of the month so that the tenant's portion of the rent will be decreased for the first of the month.

In these instances, a notification will be sent advising the landlord that a partial housing assistance payment is being made by the 1st day of the month due to the tenant's decreased income. The tenant will be paying the new decreased tenant rent on the first day of the month. The balance of the new increased housing assistance payment will then be paid in approximately two weeks. These types of situations also will be subject to the late fees from the THA.

HOUSING SERVICES DISAPPROVAL OF OWNER:

The THS must not approve a unit if the THS has been informed (by HUD or otherwise) that the owner is debarred, suspended or subject to a limited denial of participation. When directed by HUD, the THS must not approve a unit if:

1. The federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements, and such action is pending; or
2. A court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements.

The THS may also deny approval to lease a unit from an owner for any of the following reasons:

1. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act;
2. The owner has committed fraud, bribery or any other corrupt or criminal act in connections with any federal housing program;
3. The owner has engaged in drug-trafficking;
4. The owner has a history or practice of non-compliance with the Housing Quality Standards for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
5. The owner has a history or practice of renting units that fail to meet State or local housing codes;
6. The owner has not paid State or local real estate taxes, fines or assessments.
7. The owner is not registered with the County Assessor's office in the county where their rental property is located.

LANDLORD CERTIFICATION/REQUEST FOR LEASE APPROVAL

Once you have selected a tenant for your unit and have agreed to participate in the Program, you must complete a Landlord Certification. This form is your certification that you are the legal owner (or agent) of the property and you understand the regulations regarding who is eligible to reside in the unit, security deposits, total tenant payments, reporting vacancies, computer matching, contract violations and your obligations regarding Housing Quality Standards. The tenant will supply you with this form.

In addition to the Landlord Certification, both you and your prospective tenant must fully complete and sign a Request for Lease Approval. This form is, as its name implies, a request to Housing Services for approval of a lease at the property listed on the form.

You must list the date the unit was constructed, number of bedrooms in the unit, the date you and the tenant wish the lease to begin, the type of unit, who is responsible for utilities and the requested rent for the unit **(include city sales tax)**.

In addition, you must supply the name and business address of the complex (if applicable), the property owner's name and address and the Tax Identification Number or Social Security Number of the party whose name will appear on the monthly housing assistance check. In addition, the owner must attach documentation verifying proof of ownership or management agreement. The tenant will supply you with this form also.

Be sure all the information on both the Landlord Certification and Request for Lease Approval is complete and correct. The tenant must return them to her/his caseworker. When Housing Services receives your Request for Lease Approval, it will be reviewed to determine if the unit is the correct size and the proposed rent is approvable. If the Request for Lease Approval and proposed lease are in order, an inspection of the unit will be scheduled.

Landlords use their own Lease, and there is a Section 8 Tenancy Addendum included in the Housing Assistance Payment Contract. The Tenancy Addendum contains HUD's required Program language. If there are conflicts between the landlord's lease and the lease addendum, the Lease Addendum language will prevail.

INSPECTIONS

The inspection is to insure the unit is in decent, safe and sanitary condition. The unit must meet HUD's Housing Quality Standards, the City of Tempe Uniform Housing Code and Tempe Rental Code.

The following is a list of some of the basic items necessary for a unit to pass inspection:

- smoke detector(s) are present and in working condition;
- provisions for escape for the handicapped in case of fire;
- no electrical hazards, inside or outside of the unit;
- all operable windows open properly and lock;
- for evaporative cooled units: one operable window must have a screen;
- all doors open and close properly; those accessible from the outside lock properly;
- all interior and exterior surfaces are free from cracking, scaling, peeling, chipping and loose paint;
- all appliances and bathroom facilities are clean and in working condition;
- bathrooms have an openable window or a working vent system;
- all bedrooms have at least one openable window;
- heating and cooling equipment are safe and adequate;
- hot water heater is safely located, equipped and installed;
- plumbing, electrical and gas systems are safe and adequate;
- no evidence of infestation;
- site and neighborhood are free from conditions which would endanger the health and safety of residents.

NOTE: HQS Standards have been amended to allow microwave ovens to be substituted for a tenant-supplied oven and stove/range. A microwave oven may be substituted for an owner-supplied oven and stove/range if the tenant agrees **and** microwave ovens are furnished instead of an oven and stove/range to both subsidized and unsubsidized tenants in the same complex or premises.

If serious violations exist, the unit will fail the inspection and will require a reinspection after the violations are corrected. Minor violations will allow the unit to pass with a 30-Day Maintenance Request. This allows the tenant to move in and begin receiving housing assistance and give the landlord 30 days to correct the violations.

A unit must completely pass the inspection, or pass with a 30-day Maintenance Request, before a Lease and Contract will become effective.

After the initial inspection, the unit must be inspected at least annually to determine if the landlord and tenant are maintaining it, in a decent, safe and sanitary condition. Special inspections may be conducted throughout the year at the request of the landlord, tenant, THS and/or HUD.

When an annual or special inspection reveals the unit is in violation of Housing Quality Standards, the landlord is responsible for correcting the deficiencies, regardless of whether or not the tenant is held responsible for payment of the repairs. Failure to comply with the requested action will result in either an abatement of housing assistance payments or a termination of the Contract and Lease.

The owner is not responsible for a breach of the Housing Quality Standards that is not caused by the owner. The family is responsible for a breach of the HQS that is caused by any of the following:

1. The family fails to pay for any utilities that the tenant is responsible for paying;
2. The family fails to provide and maintain any appliances the owner is not required to provide;
3. Any member of the household or guest damages the unit or premises (damages beyond normal wear and tear);

If the HQS breach caused by the family is life threatening, the family must correct the defect within no more than 30 calendar days.

The THS may now terminate assistance for a family because of HQS violations caused by the family.

If payments are abated, **all** failed deficiencies must be corrected before payments are resumed. If the landlord refuses to correct the deficiencies, the THS will terminate the Lease and Contract. Payments that are abated **will not be reimbursed.**

LEASE AGREEMENTS AND CONTRACTS

Once a unit passes the inspection, a Lease Agreement and a Housing Choice Voucher Contract including the Lease Addendum will be executed.

If there are conflicts between the landlord's lease and the Tenancy Addendum, the Tenancy Addendum will prevail. A proposed copy of the lease agreement will need to be submitted with the Request for Lease Approval so the Housing Authority, can review and approve it.

The Lease Agreement is between the landlord and tenant and must contain:

- the names of authorized occupants in the unit;
- the amount of total monthly rent;
- the amount of housing assistance payment paid by the THS;
- the amount of rent paid by the assisted family;
- the amount of security deposit paid by the family;
- the utility services and appliances to be paid or furnished by landlord or tenant;
- the responsibilities of the landlord;
- the responsibilities of the tenant.

The Housing Choice Voucher Contract is between the landlord and the THS. It contains:

- the name of the family to be assisted;
- the address of the approved unit;
- the amount of Contract Rent;
- the amount of housing assistance to be paid by the THS;
- the landlord's rights and responsibilities;
- the Housing Authority's rights and responsibilities.

If the lease and unit are satisfactory, the Housing Services will enter into a Contract with the owner, and you will sign a lease agreement with the owner.

**IF YOU ARE NOT SURE OF A LEASE REQUIREMENT,
ASK THE OWNER!**



OBLIGATIONS**Tenant:**

- responsible for providing THS with required verifications;
- responsible for paying security deposit;
- responsible for reporting all changes in income and/or family composition;
- responsible for abiding by ALL the conditions of the Lease;
- responsible for maintaining the unit in a clean and sanitary condition;
- responsible for leaving the premises clean upon vacating;
- responsible for providing proper notice to landlord and THS when moving.

Landlord:

- responsible for providing THS with ownership papers and management agreements;
- responsible for screening and selecting tenants;
- responsible for enforcing the Lease;
- responsible for all repairs to the unit while the Lease is in force regardless of whether or not the tenant is held responsible for payment of the repairs;
- responsible for collecting security deposit;
- responsible for abiding by the terms of the Contract;
- responsible for notifying THS if tenant vacates the unit;

Tempe Housing Services:

- responsible for determining family eligibility;
- responsible for determining housing assistance payment and tenant portion of rent;
- responsible for inspecting units;
- responsible for assisting landlords and tenants with tenant/landlord problems;
- responsible for executing Lease, Contract and other necessary documents.

ANNUAL REQUIREMENTS

HUD requires all families to be rectified at least annually. The THS will conduct a reexamination of family income and circumstances. The result of the reexamination determines (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family size. The THS will send a notification letter to the family letting them know it is time for their annual reexamination.

If a family fails to respond to the letter, a second letter will be mailed. The second letter will advise of a new time and date for the interview. The letter will also advise that failure to complete and return the reexamination packet and schedule the annual Housing Quality Inspection (HQS) will result in the THS taking action to terminate family's assistance.

INTERIM REEXAMINATIONS

Families will not have an Interim reexamination for increases in annual income processed unless any of the following three situations apply:

1. A change in your Family Composition. All changes in household composition must be reported within 10 days of their occurrence. An Interim Reexam will be processed if:
 - the effective date of this change is 6 months or more from the Annual Reexam date.
2. The rent is currently being based on zero family income, non-wage income and/or unearned income and there is an increase in any type of income received by any member of the household. All changes in household income must be reported within 10 days of their occurrence. An Interim Reexam will be processed if:
 - the amount of the increase results in a \$200 or more change in the monthly adjusted income; and
 - the effective date of this change is 6 months or more from the Annual Reexam date.
3. A Family Self-Sufficiency Program Participant and the participant request an Interim Reexamination be processed, (this will increase the amount of escrow earned each month). If this applies, a change will be processed upon written request.

If any of the above three applies, a change will be effective on the first day of the month following 60 days from the effective date of the change. Example: a wage increase for an zero income family that is effective March 4th will result in a rent change effective June 1st.

NOTE: *If the above three situations do not apply to the household, then increases in income or assets that occur after the last annual reexamination will be included in the next scheduled annual reexamination. Example: if the tenant rent is currently based on wages and receive an increase in their wages, an Interim Reexam will not be processed, regardless of the amount of the increase.*

- > Decreases in income and allowance will continue to be processed. They must be reported within 10 days of their occurrence. Decreases will be effective the first day of the month immediately following the month in which the change occurs. Example: a decrease in wages occurring on January 2nd and reported within 10 days will result in the rent decrease becoming effective February 1st.
- > Changes reported after the 20th day of the month will result in the rent decrease becoming effective the first day of the second month immediately following the month in which the change occurs. Example: a change reported on January 25th will result in a rent decrease effective March 1st.

HOUSING ASSISTANCE PAYMENT TO OWNER

Payments to the owner will begin after the unit has been approved and the Housing Assistance Payments Contract has been signed. Monthly payments to the owner will be mailed on or about the first of each month. Payments will continue as long as:

- the unit meets Housing Quality Standards
- you are eligible for assistance
- you reside in the unit
- the owner is in compliance with the contract.

RENT ADJUSTMENTS

To have a rent adjustment approved, the unit for which the rent is being adjusted, must be in compliance with Housing Quality Standards, the rent must be reasonable and not exceed rents charged by the landlord for other comparable unassisted units, must not exceed rents charged by other landlords for comparable units in the private, unassisted market, and the landlord must otherwise be in compliance with the terms of the Lease and Contract. Landlords must also submit a Request for Rent Change to the THS at least 60 days before the annual reexamination deadline date (landlords will receive a written notice from the THS 60-90 days prior to the annual reexamination deadline advising them of all reexamination requirements)

On the Housing Choice Voucher Program, there are no restrictions on how much the monthly rent can be adjusted after the first year of the Lease, however, in order for the THS to approve the rent, it must meet the rent reasonableness guidelines established. NOTE: Since Housing Services is not required to adjust the Payment Standards annually, the tenant must absorb any rent increases if the Payment Standard is exceeded. Landlords should keep in mind that families receiving housing assistance are on the Program because their income does not exceed the very-low income limits therefore they may not be able to afford substantial or unreasonable rent increases.

Tenants must receive written notification with copy to the THS, of any rent increase **at least 60 days in advance**. This will give the family time to decide whether they can afford to stay in the unit. If the family decides they can not afford the unit, they will have time to give a 30-day notice to move and locate a new unit they can afford.

TERMINATIONS

Even though the term of the assisted tenancy is indefinite, the Lease and Contract can still be terminated by:

- the landlord, for cause, in accordance with the Lease (lease violation, violation of law or acts of malfeasance or nonfeasance or other good cause,
- mutual written agreement between the landlord and tenant after the initial 12 months of the lease term ,
- the tenant, with not less than 30 days but not more than 60 days written notice,
- the Tempe Housing Services.

TRANSFER OR ASSIGNMENT OF THE HAP CONTRACT

An owner may not make any transfer or assign the HAP contract to a new owner without the prior written consent of Tempe Housing Services. If the new owner requests THS consent to transfer or assign the HAP contract to a new owner, the owner shall supply any information as required by the THS pertinent to the purposed assignment. Tempe Housing Services requires each owner to complete a W-9, Request for Taxpayer Identification Number and Certification Form and provide proof of ownership or management prior to approving transfer or assignment of ownership.

The new owner must agree to be bound by and comply with all the terms and conditions of the Housing Assistance Payments Contract. The agreement must be in writing and in a form acceptable to the THS. The new owner must give the THS a copy of the executed agreement.

The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations.

LANDLORD REGISTRATION

Effective July 1, 2002, State law requires anyone who owns residential rental property in Arizona to register with the County Assessor's office in the county where the rental property is located. A person who fails to comply shall be assessed a civil penalty of one thousand dollars, plus an additional one hundred dollars for each month after the date of the original violation until compliance occurs. For more information about this requirement, contact the Maricopa County Assessor's Office at (602) 506-3406 or www.maricopa.gov/assessor.

FRAUD AND ABUSE

Incidences of fraud, willful misrepresentation, or intent to deceive with regard to the Section 8 Housing Program are criminal acts (Section 1001 of Title 18 of the United States Code). If a landlord, tenant or Housing Services employee is suspected of committing any fraudulent actions, the THS is required to refer the matter to the proper authorities, (Regional Inspector General and/or local or state prosecutors).

Examples of fraud involving tenants include:

- failing to accurately report all income the family is receiving
- allowing unauthorized people to move into the unit
- not using the residence as a full time residence

Examples of fraud involving landlords include:

- requiring extra ("side") payments in excess of the family's share of the rent
- allowing unauthorized people to move in with Section 8 tenants
- collecting assistance payments for units not occupied by Section 8 tenants. This includes payments for tenants on extended vacations, over 30 days.

Examples of fraud involving Housing Services employees include:

- accepting payments from landlords to certify substandard units as standard
- certifying as eligible otherwise ineligible applicants
- accepting kickbacks from landlords or tenants to allow rents in excess of the reasonable rent limitation.

If you know of any violations or fraud being committed, or if you have questions on the subject, contact Tempe Housing Services at (480) 350-8950, TDD: (480) 350-8913 immediately. Tempe Housing Services and HUD will take any action warranted to ensure cases of fraud are prevented or prosecuted.

THE MOST COMMON PROGRAM VIOLATIONS

- **Unauthorized Household Members** – The persons listed on your application for housing assistance are the only persons who may reside in your housing unit.
- **Under-Reporting Income** – Withholding income received by everyone in your household.
- **Subleasing the Unit** – It is illegal for any family on the program to lease all or part of their unit to anyone.
- **Not reporting changes** – Failure to report changes could result in repayment of money and/or loss of assistance.
- **Not Providing Information or Documents** - Failure to provide additional information or documents as the program requires.

INFORMAL REVIEWS

The THS will give an applicant for participation on the Section 8 program the opportunity for an Informal Review if the applicant wishes to have any of the following THS decisions/determinations reviewed for compliance with the law, HUD regulations and THS rules and policies:

- Denial of placement on the waiting list.
- Denial of issuance of a Housing Choice Voucher.
- Denial of participation in the program.

If a family's request meets the criteria for an informal review, one will be scheduled promptly and the family will be notified in writing of the date, time and location of the informal review. Families may bring legal counsel, witnesses, and evidence to the informal review.

INFORMAL HEARINGS

It is important that participating families are provided all rights and protections under the law and HUD regulations. It is suggested that you seek an explanation from a Housing Services representative before you request a hearing; it may be a matter of misunderstanding that can easily be resolved. A participant may request a hearing to consider the following Housing Services decisions or determinations pertaining to the family:

- Determination of family's annual or adjusted income used to compute the housing assistance payment.
- Determination of the appropriate utility allowance from Housing Service's utility allowance schedule.
- Determination of the family unit size under Housing Service's subsidy standards, and whether an exception will be granted.
- Decision to terminate housing assistance because the family's action or failure to act, including absence from the assisted unit for longer than the maximum period permitted.
- Decision to terminate housing assistance because the participant family has been absent from the assisted unit longer than the maximum period permitted under the THS policy and HUD rules.
- Determination of tenant repayment charges for rent overpayments.

If a family requests a hearing, one will be scheduled promptly and the family will be notified in writing of the date, time and location of the hearing. Families may bring legal counsel, witnesses, and evidence to the hearing.

The THS is not required to provide an applicant or participant an opportunity for an Informal Review or Hearing for any of the following:

- Discretionary administrative determinations by the THS.
- General policy issues or grievances.
- Determination of the family unit size under the THS subsidy standards
- Establishments of the THS schedule of utility allowances for families in the program.
- Determination not to approve an extension or suspension of the voucher term.
- Determination not to approve a unit or lease.
- Determination that an assisted unit is not in compliance with Housing Quality Standards (HQS).
- Determination that the unit is not in accordance with HQS because of the family size.
- Determination by THS to exercise or not exercise any right or remedy against the owner under the HAP contract.

In deciding whether to terminate assistance because of action or inaction by members of the family, THS may consider all of the circumstances in each case including the seriousness of the case, the extent of participation or culpability of the individual family members, and the effects of denial or termination of assistance on any family members who were not involved in the action or failure.

FAIR HOUSING COMPLAINTS

A person, group or representative of a person or group who are accorded different or treated unequally in the context of a similar situation because of race, color, sex, religion, national origin, familial status or handicap may file a housing discrimination complaint with the City of Tempe Housing Services Division (Attention: Fair Housing Coordinator). The complaint should be filed immediately or as soon as possible after the alleged discriminatory act took place.

A formal written complaint may also be filed with the Arizona Attorney General's office anytime within one year of the alleged action, and/or filed with the U.S. Department of Housing and Urban Development within one hundred eighty (180) days of the discriminatory act.

HOW TO PARTICIPATE IN THE PROGRAM

Owners of existing units who are interested in participating in the Section 8 Program should contact the office of Tempe Housing Services. The THS will discuss the details for placing the rental units on the Program. If it appears the unit(s) will qualify for the Program, they will be placed on the referral list for the certified families.



A-E

Adjusted Income: Annual Income less allowable HUD deductions and expenses.

Admission: Admission is the effective date of a resident's lease in a public housing program or the execution date of a resident's HAP Contract in a tenant-based program.

Annual Income: The anticipated total income of an eligible family from all sources from the 12-month period following the date of determination of income.

Applicant: A family that has applied for admission to a housing program but has not yet been admitted to the program.

Child Care Expenses: Amounts paid by a family for the care of minors under age 13 if such care is necessary to enable a family member to be employed, to further his/her education, or to seek employment.

Co-Head: An individual in a household who is equally responsible for the lease with the Head of Household. A family may have a co-head or spouse but not both. A co-head never qualifies as a dependent.

Contract Rent: *See Rent to Owner.*

Dependent: A member of a family (excluding the family head, spouse, and any foster children) who is under 18 years of age, is a disabled person, or is a full time student.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: *See Person with Disabilities.*

Drug-Related Criminal Activity: Drug trafficking or the illegal use or possession for personal use of a controlled substance as defined in section 102 of the Controlled Substances Act.

Drug Trafficking: The illegal manufacture, sale, or distribution of a controlled substance or the possession of such a substance with intent to manufacture sell or distribute it.

Elderly Family: A family whose head, spouse or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Extremely Low Income Family: A family whose annual income does not exceed 30% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Fair Market Rent (FMR): The amount that must be paid in a given area to rent existing, privately owned housing of a modest nature, with suitable amenities, and in a decent, safe and sanitary condition. FMR's are established by HUD.

Family Rent to Owner: Rent to Owner minus the Housing Assistance Payment.

Family Self-Sufficiency Program (FSS): A program developed by Tempe Housing Authority to promote the self-sufficiency of assisted families, including the provisions of supportive services.

Family Share: The portion of rent and utilities paid by a family.

Full-Time Student: A person who is carrying a subject load considered full time for day students under the standards and practices of the educational institution

Gross Rent: The sum of the rent to owner plus any utility allowance. If there are no tenant-paid utilities, the rent to owner equals the gross rent.

Head of Household: The person who assumes legal and financial responsibility for a household and is listed on a housing application as head.

Housing Assistance Payment: The monthly assistance payment by a PHA, which includes (1) a payment to the owner for rent to the owner under the family's lease; and (2) an additional payment to

Housing Assistance Payment Contract: A written agreement between a PHA and a housing owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family. A HAP Contract defines the responsibilities of both the PHA and the owner.

Housing Choice Voucher: A document issued by a PHA to a family selected for admission to the Section 8 Housing Choice Voucher Program. The Voucher describes the program and the procedures for PHA approval of a unit selected by the family.

Housing Quality Standards: The HUD minimum quality standards for housing assisted under the Section 8 programs.

HUD: The U.S. Department of Housing and Urban Development or its designee.

Imputed Asset: An asset disposed of for less than Fair Market Value during two years preceding certification or recertification.

Imputed Income: The HUD passbook rate times the total cash value of assets when assets exceed \$5,000.

Landlord: Either the legal owner of a property or the owner's designated representative or managing agent.

Lease A written agreement between an owner and an eligible family for the leasing of a housing unit.

Live-In-Aide: A person who resides with an elderly or disabled person who (a) is determined by the THS to be essential to the care and well-being of the person, (b) is not obligated for support of the person, and (c) would not be living in the unit except to provide necessary supportive services.

Low Income Family: A family whose Annual Income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families

Medical Expenses: Total medical expenses that are anticipated during the period for which Annual Income is computed and are not covered by insurance. (Only elderly families or disabled families qualify.)

Monthly Adjusted Income: One-twelfth of Annual Income after allowances.

Monthly Income: One-twelfth of Annual Income before allowances.

Net Family Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment.

Participant: A family that has been admitted to a PHA program and is currently being assisted in the program.

Payment Standard: The maximum subsidy payment for a family under the Voucher Program. The PHA sets a Payment Standard between 90% and 110% of the current HUD-published FMR.

Persons with Disabilities: A person who has a disability as defined in 42 U.S.C. 423 or 42 U.S.C. 6001. A person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by the that impairment but could be improved by more suitable housing conditions. The definition includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence.

Portability: The ability of a family to move with it's Section 8 tenant based assistance from the jurisdiction of one PHA to that of another.

Public Housing Agency (PHA): Same as Housing Agency (HA). Any state, county, municipality, or other governmental entity or public body that is authorized to engage or assist in the development or operation of housing for low-income families.

Reasonable Modification: The fair housing requirement that allows persons with disabilities to make adjustments to their rental units at their own expense.

Reasonable Rent: A Rent to Owner that is not more than either: (1) the rent charged for comparable units in the private unassisted market or (2) the rent charged by the owner for a comparable unassisted unit in the building or on the premises.

Recertification: Know as the reexamination process done annually securing documentation of total family income used to determine the rent a family will pay for the next 12 months if no interim changes are reported by the family.

Remaining Member of Tenant Family: Household member(s) left in assisted housing after other family members have left.

Rent Reasonableness: See *Reasonable Rent*.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner includes payment for any services, maintenance, and utilities to be provided by the owner in accordance with the lease.

Request for Tenancy Approval (RTA): The form completed by an owner and family and used by the PHA to determine whether a unit is eligible and a lease complies with program requirements. An HQS inspection is completed with approval of the RTA.

Security Deposit: A dollar amount that can be collected from a family by an owner and used for amounts owed under a lease according to State/local law.

Single Person: A person living alone or intending to live alone.

Specified Welfare Benefit Reduction: A reduction of welfare benefits (for a covered family) that may not result in a reduction of a family's rental contribution. A reduction of a family's rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse: The marriage partner of a Head of Household.

Subsidy Standards: Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Tenancy Addendum: A HUD-designed addition to an owner's lease that includes word-for-word, all HUD-required language.

Tenant: Also known as resident. The person who executes a lease as lessee of a dwelling unit.

Tempe Housing Services (THS): A Division of the City of Tempe that administers the Section 8 program.

Tenant Rent: The amount payable monthly by a family as rent to an owner in a Section 8 program.

Total Tenant Payment (TTP): The total amount the HUD rent formula requires a tenant to pay toward rent and utilities.

Unit: Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit.

Utility Allowance: A PHA's estimate of the average monthly amount needed to pay for utilities by an energy-conscious household. If all utilities are included in the household's rent, there is no utility allowance. A utility allowance varies by unit size and type of utilities.

Utility reimbursement: The amount, if any, by which a family's allowance for utilities or other housing services exceeds its total tenant payment (TTP).

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

REQUEST FOR TENANCY APPROVAL

DISCLOSURE OF INFORMATION ON LEAD BASED PAINT AND LEAD HAZARDS

INSPECTION FORM

HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP) – PART B

REPORT CHANGES

FRAUD IN THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

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Request for Tenancy Approval Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 03/31/2004)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

1. Name of Public Housing Agency (PHA) City of Tempe Housing Services	2. Address of Unit (street address, apartment number, city, State & zip code)
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3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent Including tax	7. Security Deposit Amt.	8. Date Unit Available for Inspection
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9. Type of House/Apartment

☐ Single Family Detached ☐ Semi-Detached / Row House ☐ Manufactured Home ☐ Garden / Walkup ☐ Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy:

☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Section 236 (Insured or noninsured) ☐ Section 515 Rural Development

☐ Home ☐ Tax Credit

☐ Other (Describe Other Subsidy, including Any State or Local Subsidy) _____

11. Utilities and Appliances Utility Company (circle all that applies): APS SRP SWG Other (please list):

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other		
Cooking	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other		
Water Heating	<input type="checkbox"/> Natural gas <input type="checkbox"/> Bottle gas <input type="checkbox"/> Oil or Electric <input type="checkbox"/> Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning and/or Evap Cool			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Please complete the following section for most recently leased comparable unassisted units within the premises or elsewhere.**

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

____ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

Lessor's (Property Owner) Disclosure (check all applicable boxes and complete applicable sections)

A. Presence of lead-based paint or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the lessor (check one below):

☐ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's (Tenant) Acknowledgment (Initial lines below)

____ Lessee has received copies of all information listed above.

____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's (Agent for Property Owner) Acknowledgement (Initial the line below)

____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessee's (Tenant) Signature

Date

Lessor's (Property Owner) Signature

Date

Agent's (Agent for Property Owner) Signature

Date

REQUEST FOR TENANCY APPROVAL SUPPLEMENT

Please fully complete this Section.

14. Complex Name: _____
Street Address: _____
City/State/Zip: _____
Telephone #: _____

15. Owner's Name: _____
Street Address: _____
City/State/Zip: _____
Telephone #: _____

16. Tax Identification Number (TIN) or Social Security Number (SSN) of Person or Entity whose name will appear on the monthly Housing Assistance Payment check:

TIN or SSN: _____

17. Rental Property Registration: Is the address of this unit recorded with the Maricopa County Assessor's office as residential rental property? _____ Yes _____ No

Important Note: State law requires an owner of residential rental property in Arizona to register with the County Assessor's office in the county where the rental property is located.

Tempe Housing Service will not enter into a Housing Assistance Payment contract with an owner whose rental unit is not registered.

NOTES:

◆ Please submit a copy of your Lease with this Request for Lease Approval for Housing Service's review.

◆ The Section 8 Lease Addendum is required to be attached to the Lease. If there are any conflicts between your Lease and the Lease Addendum, the Lease Addendum language will prevail.

◆ Please be sure the unit is ready for an inspection before requesting one. All cleaning and repairs must be completed before an inspection can be conducted.

◆ The Lease Agreement and Housing Assistance Payment Contract will not begin until the tenant has physically moved into the unit and the utilities are on. Verification of utility turn-on date is required from the utility company prior to the signing of the Lease Agreement.

◆ The Lease Agreement and Housing Assistance Payment Contract must have the same effective date.

THIS FORM MUST BE FULLY COMPLETED BY THE LANDLORD AND TENANT. IF IT IS NOT, IT WILL BE RETURNED FOR COMPLETION. DO NOT SIGN A BLANK FORM!

Inspection Form
Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 03/31/2004)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

PHA CITY OF TEMPE HOUSING SERVICES DIVISION		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract	Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection		Project Number

A. General Information

Street Address of Inspected Unit

City Tempe	County Maricopa	State AZ	Zip
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Name of Family	Current Telephone of Family
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Current Street Address of Family

City	County	State	Zip
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Number of Children in Family Under 6	
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Name of Owner or Agent Authorized to Lease Unit Inspected	Telephone of Owner or Agent
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Address of Owner or Agent

Housing Type (check as appropriate)

- ☐ Single Family Detached
- ☐ Duplex or Two Family
- ☐ Row House or Town House
- ☐ Low Rise: 3,4 Stories, Including Garden Apartment
- ☐ High Rise: 5 or More Stories
- ☐ Manufactured Home
- ☐ Congregate
- ☐ Cooperative
- ☐ Independent Group Residence
- ☐ Single Room Occupancy
- ☐ Shared Housing
- ☐ Other:(Specify)

B. Summary Decision on the Unit

(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☐ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
------	--------------------

room by room

1. Living Room
2. Kitchen
3. Bathroom
4. All Other Rooms Used for Living
5. All Secondary Rooms Not Used for Living
6. Heating & Plumbing
7. Building Exterior
8. General Health & Safety

basement or utility room

outside

overall

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security," in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; noninsulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

"Unsound or hazardous" means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

"Unsound or hazardous" includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

"Unsound or hazardous" means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., tripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, especially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings).

Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis* level repairs.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5 Window Condition	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlabeled pilot light - a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
2.10 Stove or Range with Oven	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11 Refrigerator	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no openable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1	Bathroom Present (See description) Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2	Electricity Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3	Electrical Hazards Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5	Window Condition Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7	Wall Condition Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8	Floor Condition Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
3.10	Flush Toilet in Enclosed Room in Unit Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11	Fixed Wash Basin or Lavatory in Unit Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12	Tub or Shower Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13	Ventilation Are there openable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the checklist.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/playroom, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 = Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4. 2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be openable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

Room Code ☐

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
 2 = Dining Room or Dining Area
 3 = Second Living Room, Family Room, Den, Playroom, TV Room
 4 = Entrance Halls, Corridors, Halls, Staircases
 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

Room Code

- _____ right/left/center: the room is situated to the right, left, or center of the unit.
- _____ front/rear/center: the room is situated to the back, front or center of the unit.
- _____ floor level: the floor level on which the room is located.

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window?	<input type="checkbox"/>	<input type="checkbox"/>			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>			
4.10 Smoke Detectors	Is there a working smoke detector on each level?	<input type="checkbox"/>	<input type="checkbox"/>			
	Do the smoke detectors meet the requirements of NFPA 74?	<input type="checkbox"/>	<input type="checkbox"/>			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls For each numbered item, check one box only.**4.1 Room Location**

_____ right/left/center: the room is situated to the right, left, or center of the unit.
_____ front/rear/center: the room is situated to the back, front or center of the unit.
_____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination						
If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
If Room Code is not a 1, is there a means of illumination?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards						
Is the room free from electrical hazards?		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security						
Are all windows and doors that are accessible from the outside lockable?		<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition						
If Room Code is a 1, is there at least one window?		<input type="checkbox"/>	<input type="checkbox"/>			
And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?		<input type="checkbox"/>	<input type="checkbox"/>			
4.6 Ceiling Condition						
Is the ceiling sound and free from hazardous defects?		<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition						
Are the walls sound and free from hazardous defects?		<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition						
Is the floor sound and free from hazardous defects?		<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint						
Are all painted surfaces free of deteriorated paint?		<input type="checkbox"/>	<input type="checkbox"/>			
If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors						
Is there a working smoke detector on each level?		<input type="checkbox"/>	<input type="checkbox"/>			
Do the smoke detectors meet the requirements of NFPA 74?		<input type="checkbox"/>	<input type="checkbox"/>			
In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?		<input type="checkbox"/>	<input type="checkbox"/>			

Additional Comments: (Give Item Number)(Use an additional page if necessary)Comments continued on a separate page Yes ☐ No ☐

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these Items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under the eaves) show serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six. All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis* level repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tiedown device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0	Building Exterior					
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no openable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature-pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive." Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1 Adequacy of Heating Equipment	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3 Ventilation and Adequacy of Cooling	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6 Plumbing	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

8. General Health and Safety

8.1 Access to Unit

"Through another unit" means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

"Acceptable fire exit" means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

"Blocked" means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

"Presence of rats, or severe infestation by mice or vermin" (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

"Heavy accumulation" means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). "Approvable by local public agency" means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check "Inconclusive." Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

"Loose, broken, or missing steps" should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

"Other hazards" would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings).

Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis* level repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check "Not Applicable."

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would "seriously and continuously endanger the health or safety of the residents" are:

other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
evidence of flooding or major drainage problems,
evidence of mud slides or large land settlement or collapse,
proximity to open sewage,
unprotected heights (cliffs, quarries, mines, sandpits),
fire hazards,
abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1 Access to Unit	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
8.2 Exits	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
8.3 Evidence of Infestation	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
8.4 Garbage and Debris	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
8.5 Refuse Disposal	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.6 Interior Stairs and Common Halls	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.7 Other Interior Hazards	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
8.8 Elevators	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
8.9 Interior Air Quality	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
8.10 Site and Neighborhood Conditions	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
8.11 Lead-Based Paint: Owner Certification	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent.

Check/list any positive features found in relation to the unit.

1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove
- ☐ Balcony, patio, deck, porch
- ☐ Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify) _____

2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify) _____

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove
- ☐ Balcony, patio, deck, porch
- ☐ Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify) _____

4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify) _____

5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping)
- ☐ Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify) _____

6. Disabled Accessibility

Unit is accessible to a particular disability. ☐ Yes ☐ No
Disability _____

D. Questions to ask the Tenant (Optional)

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there? _____
3. How much money do you pay to the owner/agent for rent? \$ _____
4. Do you pay for anything else? (specify) _____
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range _____ Refrigerator _____ Microwave _____
6. Is there anything else you want to tell us? (specify) _____

Inspection Summary (Optional)

Provide a summary description of each item which resulted in a rating of Fail or Pass with Comments.

Tenant ID No.	Inspector	Date of Inspection	Address of Inspected Unit
Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection			
Item Number	Reason for "Fail" or "Pass with Comments" Rating		

Comments continued on a separate page Yes ☐ No ☐

Housing Assistance Payments Contract (HAP) Contract

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part B of HAP Contract: Body of Contract

1. Purpose

- a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).
- b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.
- c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.
- d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

- a. The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.
- b. The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.
- c. The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).
- d. The owner certifies that:
 - (1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.
 - (2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.
 - (3) The lease is consistent with State and local law.
- e. The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

- a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).
- b. The owner must provide all utilities needed to comply with the HQS.
- c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of hous-

ing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

- d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.
- e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.
- f. The PHA must notify the owner of any HQS defects shown by the inspection.
- g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

- a. **Relation to lease term.** The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).
- b. **When HAP contract terminates.**
 - (1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.
 - (2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.
 - (3) If the family moves from the contract unit, the HAP contract terminates automatically.
 - (4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.
 - (5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

- (6) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.
- (7) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.
- (8) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. Provision and Payment for Utilities and Appliances

- a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.
- b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.
- c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. Rent to Owner: Reasonable Rent

- a. During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.
- b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:
 - (1) The location, quality, size, unit type, and age of the contract unit; and
 - (2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.
- c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.
- d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. PHA Payment to Owner

a. When paid

- (1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.
- (2) The PHA must pay housing assistance payments promptly when due to the owner.
- (3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner

penalties in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment by a tenant. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

- (4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

- b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. Amount of PHA payment to owner

- (1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.
- (2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.
- (3) The housing assistance payment for the first month of the HAP contract term shall be pro-rated for a partial month.

- d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e. Limit of PHA responsibility.

- (1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.
- (2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

- f. **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. Owner Certification

During the term of this contract, the owner certifies that:

- a. The owner is maintaining the contract unit and premises in accordance with the HQS.
- b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.
- c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.
- d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.
- e. The family does not own or have any interest in the contract unit.
- f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.
- g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Prohibition of Discrimination. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

- a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.
- b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. Owner's Breach of HAP Contract

- a. Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:
 - (1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.
 - (2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.
 - (3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

- b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.
- c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.
- d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.
- e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.
- f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. PHA and HUD Access to Premises and Owner's Records

- a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.
- b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.
- c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. Exclusion of Third Party Rights

- a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

- b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.
- c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.
- d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of the contract unit or the premises or with implementation of the HAP contract.

13. Conflict of Interest

- a. "Covered individual" means a person or entity who is a member of any of the following classes:
 - (1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);
 - (2) Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;
 - (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
 - (4) Any member of the Congress of the United States.
- b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.
- c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.
- d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.
- e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.
- f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.
- g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. Assignment of the HAP Contract

- a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.
- b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.
- c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).
- d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:
 - (1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or
 - (2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.
- e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):
 - (1) Has violated obligations under a housing assistance payments contract under Section 8;
 - (2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;
 - (3) Has engaged in any drug-related criminal activity or any violent criminal activity;
 - (4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;
 - (5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:
 - (a) Threatens the right to peaceful enjoyment of the premises by other residents;

- (b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
- (c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or
- (d) Is drug-related criminal activity or violent criminal activity;
- (6) Has a history or practice of renting units that fail to meet State or local housing codes; or
- (7) Has not paid State or local real estate taxes, fines or assessments.
- g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. Written Notices. Any notice by the PHA or the owner in connection with this contract must be in writing.

16. Entire Agreement: Interpretation

- a. The HAP contract contains the entire agreement between the owner and the PHA.
- b. The HAP contract shall be interpreted and implemented in accordance with HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profitmaking activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.
- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

- (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a. Maintenance

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
- (c) Any violent criminal activity on or near the premises; or
- (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause includes:

- (a) Disturbance of neighbors,
- (b) Destruction of property, or
- (c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause includes:

- (a) The tenant's failure to accept the owner's offer of a new lease or revision;
- (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
- (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

e. Eviction by court action. The owner may only evict the tenant by a court action.

f. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.
- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.

- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to an PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

REPORT CHANGES

Sí usted desea interpretación de esta noticia en Español, por favor llame y deje mensaje para Liz Chavez, Dora Sandoval, Jamie Ortiz 480-350-8950 (TDD: 480-350-8913).

- It is your family obligation to report all changes in your household composition within 10 days of their occurrence.
- It is your family obligation to report all changes in your household income if your rent is currently being based on zero income and/or non-earned income. These changes must be reported within 10 days of their occurrence.
- If you are a Family Self-Sufficiency Program Participant, you must report changes in your household income if you wish to increase your Escrow Account.
- It is your family obligation to report all decreases in your household income if you wish to have your rent portion decrease. These changes must be reported within 10 days of their occurrence.

Failure to promptly report changes can result in rent overpayment changes against you. You may also be removed from the Housing Assistance Program for fraud.

Items that need to be reported include:

- ◆ All income being received by all members of your household
- ◆ Child care expenses
- ◆ Medical expenses (elderly and disabled households only)
- ◆ Family composition changes (marriages, divorces, separations, births, deaths, etc)

If you have any questions on what needs to be reported to the Housing Authority, please contact your Housing Specialist to receive the correct information. Your Housing Specialist can be reached at 480/350-8950 (TDD: 480/350-8913).

REMEMBER, IT IS YOUR RESPONSIBILITY TO REPORT CHANGES WITHIN 10 DAYS OF THEIR OCCURRENCE. DON'T HAVE YOUR HOUSING ASSISTANCE TERMINATED BECAUSE YOU FAILED TO REPORT CHANGES.

Please read your Family Obligations attached to this Notice. Contact your Housing Specialist for answers to any of your questions.

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FAMILY OBLIGATIONS

Your Family Obligations started the day you signed your Housing Choice Voucher. The Family Obligations are your responsibilities as long as you receive housing assistance. If you fail to comply with any of these obligations, you may be terminated from the housing assistance program and have rental assistance overpayments charged against you.

The Family Obligations for the Section 8 Housing Assistance Program can be found in the Federal Code of Regulations, Title 24, §982.551. The Regulations state:

§982.551 Obligations of participant.

(a) Purpose. This section states the obligations of a participant family under the program.

(b) Supplying required information.

- (1)** The family must supply any information that the HA or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status (as provided by 24 CFR part 5). "Information" includes any requested certification, release or other documentation.
- (2)** The family must supply any information requested by the HA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition in accordance with HUD requirements.
- (3)** The family must disclose and verify social security numbers and must sign and submit consent forms for obtaining information .
- (4)** Any information supplied by the family must be true and complete.

(c) HQS breach caused by family. The family is responsible for an HQS breach caused by the family.

(d) Allowing HA inspection. The family must allow the HA to inspect the unit at reasonable times and after reasonable notice.

(e) Violation of lease. The family may not commit any serious or repeated violation of the lease.

(f) Family notice of move or lease termination. The family must notify the HA and the owner before the family moves out of the unit, or terminates the lease on notice to the owner.

(g) Owner eviction notice. The family must promptly give the HA a copy of any owner eviction notice.

(h) Use and occupancy of unit.

- (1)** the family must use the assisted unit for residence by the family. The unit must be the family's only residence.

- (2) The composition of the assisted family residing in the unit must be approved by the HA. The family must promptly inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval to add any other family member as an occupant of the unit. No other person [i.e. nobody but members of the family] may reside in the unit (except for a foster child or live-in aide).
 - (3) The family must promptly notify the HA if any family member no longer resides in the unit.
 - (4) If the HA has given approval, a foster child or a live-in-aide may reside in the unit. The HA has the discretion to adopt reasonable policies concerning residence by a foster child or a live-in-aide, and defining when HA consent may be given or denied.
 - (5) Members of the household may engage in legal profitmaking activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family.
 - (6) The family must not sublease or let the unit.
 - (7) The family must not assign the lease or transfer the unit.
- (i) *Absence from unit.* The family must supply any information or certification requested by the HA to verify that the family is living in the unit, or relating to family absence from the unit, including any HA-requested information or certification on the purposes of family absences. The family must cooperate with the HA for this purpose. The family must promptly notify the HA of absence from the unit.
- (j) *Interest in the unit.* The family must not own or have any interest in the unit.
- (k) *Fraud and other program violation.* The members of the family must not commit fraud, bribery or any other corrupt or criminal act in connection with the programs.
- (l) *Crime by family members.* The members of the family may not engage in drug-related criminal activity, or violent criminal activity.
- (m) *Other housing assistance.* An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, State or local housing assistance program.

FAX: 480-350-8902
Information Line: 480-350-8974
Development Services Department
Housing Division

NOTICE

TO: ALL SECTION 8 APPLICANTS AND PARTICIPANTS
FROM: CITY OF TEMPE HOUSING AUTHORITY
SUBJECT: FRAUD IN THE SECTION 8 EXISTING HOUSING PROGRAM

In order that we may provide housing assistance to as many needy families as possible, all participants in the HUD sponsored program must properly utilize government funds and follow program requirements. Incidence of fraud, willful misrepresentation or intent to deceive with regard to the Section 8 Existing Housing Program are criminal acts (Section 1001 of Title 18 of the U.S. Code). If you are suspected of committing any fraudulent actions, we are required to refer the matter to the proper authority for appropriate action.

Some examples of fraud/Program abuse involving tenants are:

1. Failing to accurately report ALL income your family is receiving or failing to IMMEDIATELY report ANY changes in the amount of income.
2. Allowing unauthorized people (those not listed on your Application, Lease and Contract) to move into your unit.
3. Paying extra ("side") payments, or other overcharges, in excess of the amount stated in your Lease or housing paperwork.
4. Not residing in your unit for a period of more than 30 days (this includes vacations).
5. Not correcting tenant-caused Housing Quality Standards violations promptly or not reporting violations that are your landlord's responsibility to your landlord and to the Housing Authority.

If you know of any violations or fraud being committed by Section 8 participants, including owners, managers, or other tenants and Housing Authority employees, or if you have any questions on the subject, please contact our office at 480/350-8950 (TDD: 480/350-8913) or the HUD Hotline at 602/261-4434.

We will take any action warranted to ensure that cases of fraud are prevented and/or prosecuted and we are working with HUD to accomplish this task.

Thank you for your cooperation.

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